

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 This Contract is made and entered into _____
2 by and between the County of Lake through its Department of
3 Social Services, hereinafter referred to as "LCDSS" and Chabot-
4 Las Positas Community College District, hereinafter referred to
5 as "Contractor".

6
7 **WHEREAS**, pursuant to Government Code Section 31000, the
8 County of Lake may retain independent contractors to perform
9 special services for LCDSS; and

10
11 **WHEREAS**, LCDSS desires to obtain foster and adoptive care
12 provider training; and

13
14 **WHEREAS**, Contractor is professionally qualified and willing
15 to provide such services;

16
17 **NOW THEREFORE**, LCDSS and Contractor agree as follows:

18
19 **ADMINISTRATION**

20 The LCDSS Director or his/her Designee, hereinafter
21 referred to as "Director", shall represent LCDSS in all matters
22 pertaining to this Contract and shall administer this Contract
23 on behalf of LCDSS. Contractor's District Executive Director of
24 Economic Development and Contract Education shall be in charge
25 of coordinating services and managing this Contract on behalf of

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 Contractor.

2 **TERM**

3 This Contract shall commence on December 1, 2012 and shall
4 terminate on June 30, 2013, unless earlier terminated as
5 hereinafter provided. The parties shall reserve the option to
6 renew this Contract for additional one (1) year periods, subject
7 to negotiation by and between the parties. In the event LCDSS
8 desires to temporarily continue services after the expiration of
9 the term of this CONTRACT or any extension thereof, with the
10 consent of Contractor, such continuation shall be deemed on a
11 month-to-month basis, subject to the same terms, covenants, and
12 conditions so far as applicable as herein contained until
13 terminated upon one party giving thirty days written notice
14 thereof to the other.

15 **TERMINATION**

16 This Contract may be terminated at any time during its term
17 as follows:

- 18 (a) By mutual consent of the parties; or
19 (b) By Director or Designee upon 30 days written
20 notice thereof to Contractor.

21 Upon termination prior to June 30 of any year, LCDSS shall
22 not be liable to pay Contractor the total compensation set forth
23 in the paragraph entitled "Compensation" hereof, but Contractor
24 shall be paid an amount which bears the same ratio to the total
25 compensation as the services actually performed bear to the

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 total services of the Contractor covered by this Contract.

2 **COMPENSATION**

3 1. In consideration of the services to be performed hereunder,
4 the maximum financial obligation of LCDSS to Contractor for
5 the period of December 1, 2012 through June 30, 2013 shall
6 not exceed one hundred fifty seven thousand, three hundred
7 eighty dollars and zero cents (\$157,380.00), inclusive of
8 all Contractor's actual expenses. As applicable, LCDSS and
9 Contractor shall renegotiate and amend budgets each fiscal
10 year.

11
12 2. Contractor understands and agrees that it shall submit
13 invoices, for the services provided hereunder, to LCDSS, in
14 a format approved by LCDSS, for actual expenses incurred
15 between December 1, 2012 and March 31, 2013, no later than
16 April 20, 2013.

17 3. For the final quarter (April, May and June, 2013),
18 Contractor shall submit invoices based on estimated
19 expenses no later than June 10th of that fiscal year period,
20 followed by invoices for actual expenses as stated in
21 Paragraph 4 below. Estimated invoices will be processed as
22 stated in Paragraph 5 below.

23 4. Contractor shall submit final quarter invoice for actual
24 expenses no later than the following July 20th.

25 a. If the payment to Contractor based on estimated

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 expenses exceeds actual expenses, resulting in an
2 overpayment to Contractor, Contractor must submit
3 payment for overpaid amount to LCDSS no later the
4 following August 20th.

5 b. If additional payment is due Contractor based on
6 estimated expenses being lower than actual expenses,
7 additional payment will be made based on Paragraph 5
8 below.

9 5. LCDSS shall review all invoices submitted by Contractor and
10 shall make payment to Contractor within fifteen (15) days
11 following the date in which such invoices are approved.

12 **CONTRACTOR'S RESPONSIBILITIES**

13 Contractor shall provide those specific services as
14 described in the scope of services, Exhibit "A", attached hereto
15 and by this reference incorporated herein.

16 **LCDSS RESPONSIBILITIES**

17 LCDSS shall make payment as described in the provision
18 entitled "Compensation" to Contractor for services provided.

19 **RECORDS RETENTION**

20 Contractor shall prepare, maintain and/or make available to
21 LCDSS upon request, all records and documentation pertaining to
22 Contract in accordance with California Department of Social
23 Services (CDSS) Manual of Policies and Procedures (MPP) Section
24 10-119.2, including financial, statistical property, participant
25 and service records and supporting documentation for a period of

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 four (4) years from the date of final payment of this Contract.
2 If at the end of the four years, there is ongoing litigation or
3 an outstanding audit involving those records, Contractor shall
4 retain the records until resolution of the litigation or audit.

5 **GRIEVANCE**

6 Contractor agrees to provide, in accordance with CDSS MPP
7 Section 10-154.2.21, a system through which participants shall
8 have the opportunity to grieve or complain regarding service.

9 **FACILITIES**

10 Contractor warrants that all of Contractor's Lake County
11 facilities will be adequately supervised; will be maintained in
12 a safe and sanitary condition; will be available for monitoring
13 by the County and/or state and federal monitors; are accessible
14 to disabled individuals if appropriate; are nonsectarian and
15 apolitical; and will be within reasonable walking distance of
16 public transit.

17 **REPORTING REQUIREMENTS**

18 Contractor shall submit quarterly reports in a format
19 approved by LCDSS by the 20th of the month following the report
20 period. The reports shall contain the following information:
21 number and title of classes offered, number of participants in
22 each class, and any other relevant information requested.

23 **PROJECT REPRESENTATION**

24 Contractor shall request advance approval to initiate any
25 contact regarding public speaking engagements or media coverage

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 pertaining to this Contract or the services provided hereunder.
2 Contractor shall also notify Director, within one working day,
3 of any requests received for such engagements or coverage.
4 Contractor shall provide a written summary of its intended
5 statement or purpose for the engagement or coverage to the
6 Director for consideration. Accordingly, before such engagements
7 or coverage actually occur, the Director will either approve or
8 disapprove. The Director may opt to allow Contractor's staff to
9 participate in the engagements or coverage; may participate in
10 the engagements or coverage herself/himself; may assign LCDSS
11 staff to participate in the engagements or coverage; or may
12 simply opt to release an approved written statement.

13 **CONFLICT RESOLUTION**

14 Contractor agrees to comply fully with the Contractor
15 Conflict Resolution Procedure, attached hereto as Exhibit "B",
16 and by this reference, incorporated herein.

17 **CONFIDENTIALITY; INFORMATION SECURITY; AND, PRIVACY AND SECURITY**

18 **POLICY AND TRAINING**

19 1. In the performance of the work authorized under this
20 Contract, Contractor agrees to comply and to require employees
21 to comply with the provisions of Welfare and Institutions Code
22 Section 10850 to assure that all applications and records
23 concerning individuals made or kept by any officer or agency in
24 connection with the administration of or delivery of services
25 under this Contract will be kept confidential and not open to

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 examination for any purpose not directly related to such
2 administration. No person will publish or disclose, use or
3 permit, or cause to be published, used or disclosed any
4 confidential information pertaining to a recipient.

5 2. Contractor understands that it is subject to and agrees
6 to comply and require employees to comply with the provisions of
7 the County of Lake Information Security Policy. Contractor
8 agrees to inform all of its employees, agents and subcontractors
9 affiliated with the delivery of this contract of this provision.

10 3. Contractor understands that it is subject to and agrees to
11 comply and require employees to comply with the provisions of
12 Medi-Cal Data Privacy and Security Agreement Between the
13 California Department of Health Care Services and the Lake County
14 Department of Social Services. Contractor agrees to inform all of
15 its employees, agents and subcontractors affiliated with the
16 delivery of this contract of this provision and further agrees
17 that any person knowingly and intentionally violating the
18 provisions of said laws is guilty of a misdemeanor.

19 **CHILD AND ADULT ABUSE REPORTING**

20 Contractor shall comply and shall require each employee,
21 volunteer, consultant, subcontractor or agent, who is required
22 by Penal Code 11166 to do so, to comply with the reporting
23 requirements as defined in Penal Code Section 11165 et seq., and
24 Welfare and Institutions Code section 15600 et seq., and to
25 comply with the provisions of the code sections.

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

CHILD SUPPORT

Contractor acknowledges, in accordance with Public Contract Code, Section 7110, that it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and to the best of its knowledge, Contractor shall fully comply with the earnings assignment orders of all new employees to the New Hire Registry maintained by the California Employment Development Department.

NON-DISCRIMINATION

1. In the performance of the work authorized under this Contract, Contractor shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.
2. Contractor shall comply and shall require each employee, volunteer, consultant, subcontractor or agent to comply with non-discrimination requirements as defined in CDSS MPP Sections 21-100 et seq.
3. Contractor shall comply with Executive Order 11246, entitled

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 "Equal Employment Opportunity," as amended by Executive
2 Order 11375 and as supplemented in Department of Labor
3 regulations (41 CFR Part 60).

4 4. Contractor shall comply with and annually sign the document
5 entitled "Assurance of Compliance with the Lake County
6 Social Services Department" form, Exhibit "C", attached
7 hereto and by this reference incorporated herein.

8 **AUDIT REQUIREMENTS/AUDIT EXCEPTIONS**

9 Contractor warrants that it shall comply with all audit
10 requirements established by LCDSS (including providing LCDSS
11 with a copy of its Annual Independent Audit Report.)

12 LCDSS will conduct periodic audits to assure that program
13 compliance is adhered to as required by the contract and to
14 review financial records for accuracy. It is understood that the
15 cases which are requested for audit are open to full review as
16 the conditions governing confidentiality are adhered to by LCDSS
17 and the contractor equally. LCDSS will notify the Contractor's
18 primary point of contact 48 hours prior to scheduled audit,
19 informing the contact of the required information needed for
20 review. Upon completion of the audit LCDSS will notify the
21 Contractor of the findings within 30 days. The Contractor will
22 be given the opportunity to respond to LCDSS within 15 days.
23 LCDSS will consider the Contractor's response and issue a
24 written demand for any repayment determined to be due and owing.

25 Contractor shall be financially responsible for audit

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 exceptions occurring as a result of Contractor's errors and
2 omissions made under this Contract. Contractor shall reimburse
3 LCDSS for such exceptions within thirty (30) days written demand
4 or shall make other repayment arrangements subject to the approval
5 of LCDSS.

6 **MONITORING**

7 LCDSS shall review and monitor Contractor's performance,
8 and/or Contractor records, to determine compliance with the
9 Contract conditions and goals. Monitoring may include on-site
10 visits to the Contractor's facilities when necessary. Such
11 reviews may also be performed by federal and state
12 representatives.

13 **NON-APPROPRIATION**

14 The parties acknowledge and agree that the obligation of
15 LCDSS to make payments to Contractor is contingent upon receipt
16 of funds from the California Department of Social Services
17 (CDSS) as well as County matching funds necessary to support
18 local Social Services Operations. Both program activities and
19 funding allocations are subject to immediate reduction or
20 termination in the event of the reduction or termination of such
21 funding or authorization. In the event of non-appropriation of
22 such funds for the services provided under this Contract, LCDSS
23 will terminate this Contract, without termination charge or
24 other liability.

25

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

INSURANCE

Contractor shall not commence work under this Contract until it has obtained all the insurance required herein, certificates of insurance have been submitted to LCDSS and said insurance has been approved by LCDSS. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to LCDSS.

Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Contractor to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

(a) Worker's Compensation Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Workers' Compensation Insurance for all of its employees to be engaged in work. In case of any such work sublet, Contractor shall require subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance.

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 (b) Public Liability and Property Damage Insurance.

2 Contractor shall procure and maintain, at Contractor's
3 own expense during the term hereof, Comprehensive
4 Public Liability Insurance, both bodily injury and
5 property damage, in an amount of not less than One
6 million dollars (\$1,000,000) combined single limit
7 coverage per occurrence, including but not limited to
8 endorsements for the following coverage: personal
9 injury, premises-operations, products and completed
10 operations, blanket contractual, and independent
11 contractor's liability.

12 (c) Automobile Liability Insurance. Contractor shall
13 procure and maintain, at Contractor's own expense
14 during the term hereof, Comprehensive Automobile
15 Liability Insurance, both bodily injury and property
16 damage, on owned, hired, leased and non-owned vehicles
17 used in connection with Contractor's business in an
18 amount of not less than One million dollars
19 (\$1,000,000) combined single limit coverage per
20 occurrence.

21 (d) Professional Liability Insurance. Contractor
22 shall procure and maintain, at Contractor's own
23 expense during the term hereof, Professional Liability
24 Insurance for the protection against claims arising
25 out of the performance of services under this Contract

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 caused by errors, omissions or other acts for which
2 Contractor is liable. Said insurance shall be written
3 with limits of not less than One Million Dollars
4 (\$1,000,000).

5 (e) Contractor shall require each subcontractor to procure
6 and maintain, during the life of its contract, similar
7 Public Liability and Automobile Liability Insurance as
8 specified in sub-paragraphs (b) and (c) hereinabove,
9 with minimum limits equal to one-half the amounts
10 required by Contractor.

STANDARD OF CARE

11 Contractor represents that it is specially trained,
12 licensed, experienced and competent to perform all the services,
13 responsibilities and duties specified herein and that such
14 services, responsibilities and duties shall be performed,
15 whether by Contractor or designated subcontractors, in a manner
16 according to generally accepted higher education practices.

INDEMNIFICATION-HOLD HARMLESS

19 Contractor shall indemnify and defend LCDSS and County of
20 Lake and its officers, employees, and agents against and hold
21 them harmless from any and all claims losses, damages, and
22 liability for damages, including attorney's fees and other costs
23 of defense incurred by LCDSS or County of Lake, whether for
24 damage to or loss of property, or injury to or death of person,
25 including properties of LCDSS or County of Lake and injury to or

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 death of LCDSS or County of Lake officials, employees or agents,
2 arising out of, or connected with Contractor's operations
3 hereunder or the performance of the work described herein,
4 unless such damages, loss, injury or death is caused solely by
5 the negligence of LCDSS or County of Lake.

6 LCDSS and County of Lake shall indemnify and defend
7 Contractor and its officers, employees, and agents against and
8 hold them harmless from any and all claims losses, damages, and
9 liability for damages, including attorney's fees and other costs
10 of defense incurred by Contractor, whether for damage to or loss
11 of property, or injury to or death of person, including
12 properties of Contractor, and injury to or death of Contract
13 Lake officials, employees or agents, arising out of, or
14 connected with LCDSS or County of Lake's operations hereunder or
15 the performance of the work described herein, unless such
16 damages, loss, injury or death is caused solely by the
17 negligence of Contractor.

18 **ASSIGNMENT**

19 Contractor shall not assign any interest in this Contract
20 and shall not transfer any interest in the same without the
21 prior written consent of LCDSS, except that claims for money due
22 or to become due Contractor from LCDSS under this Contract may
23 be assigned by Contractor to a bank, trust company, or other
24 financial institution without such approval. Written notice of
25 any such transfer shall be furnished promptly to LCDSS. Any

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 attempt at assignment of rights under this Contract except for
2 those specifically consented to by both parties or as stated
3 above shall be void.

4 **INDEPENDENT CONTRACTOR**

5 No relationship of employer and employee is created by this
6 Contract; it being understood and agreed that the relationship
7 of the parties is that of Independent Contractors. Neither
8 party is the agent or employee of the other in any capacity
9 whatsoever, and neither party shall not be liable for any acts
10 or omissions by the other nor for any obligations or liabilities
11 incurred by the other.

12 Neither party nor its officers, agents, or employees shall
13 have any claim from the other under this Agreement or otherwise,
14 for seniority, vacation time, vacation pay, sick leave, personal
15 time off, overtime, health insurance medical care, hospital
16 care, retirement benefits, social security, disability, Workers'
17 Compensation, or unemployment insurance benefits, civil service
18 protection, or employee benefits of any kind.

19 Each party shall be solely liable for and obligated to pay
20 directly all applicable payroll taxes (including federal and
21 state income taxes) or contributions for unemployment insurance
22 or old age pensions or annuities which are imposed by any
23 governmental entity in connection with the labor used or which
24 are measured by wages, salaries or other remuneration paid to
25 its officers, agents or employees and agrees to indemnify and

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 hold the other party harmless from any and all liability which
2 that party may incur because of the other party's failure to pay
3 such amounts.

4 In carrying out the work contemplated herein, each party
5 shall comply with all applicable federal and state workers'
6 compensation and liability laws and regulations with respect to
7 the officers, agents and/or employees conducting and
8 participating in the work; and agrees that such officers,
9 agents, and/or employees will be considered as Independent
10 Contractors and shall not be treated or considered in any way as
11 officers, agents and/or employees of the other party.

12 Each party, by this Agreement, agrees to perform its said
13 work and functions at all times in strict accordance with all
14 applicable federal, state and County laws, ordinances,
15 regulations, titles, departmental procedures and currently
16 approved methods and practices in his/her field and that the
17 sole interest of the other party is to insure that said service
18 shall be performed and rendered in a competent, efficient,
19 timely and satisfactory manner and in accordance with the
20 standards required by the party agency concerned.

21 Notwithstanding the foregoing, if the a party determines
22 that pursuant to state and federal law an officer, agent, or
23 employee of the other party is an employee for purposes of
24 income tax withholding, that party may upon two week's notice to
25 the other party, withhold from payments to the other party

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 hereunder federal and state income taxes and pay said sums to
2 the federal and state governments.

3 **MODIFICATION**

4 This Contract may only be modified by a written amendment
5 hereto, executed by both parties; however, matters concerning
6 scope of services which do not affect the agreed price may be
7 modified by mutual written consent of Contractor and Director.

8 **ATTORNEY'S FEES AND COSTS**

9 If any action at law or in equity is necessary to enforce
10 or interpret the terms of this Contract, the prevailing party
11 shall be entitled to reasonable attorney's fees, costs, and
12 necessary disbursements in addition to any other relief to which
13 such party may be entitled.

14 **OWNERSHIP**

15 All non-proprietary reports, drawings, renderings, or other
16 documents or materials prepared by Contractor hereunder shall
17 become the property of LCDSS.

18 **INTEREST OF CONTRACTOR**

19 Contractor hereby covenants that it has, at the time of the
20 execution of this Contract, no interest, and that it shall not
21 acquire any interest in the future, direct or indirect, which
22 would conflict in any manner or degree with the performance of
23 services required to be performed pursuant to this Contract.
24 Contractor further covenants that in the performance of this
25 work, no person having any such interest shall be employed.

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

SEVERABILITY

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

NOTICES

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

LCDSS

P.O. Box 9000

Lower Lake, California 95457

Chabot-Las Positas Community College District

Attn: Julia Dozier

7600 Dublin Blvd., Suite 102A

Dublin, CA 94568

ADDITIONAL PROVISIONS

1. This Contract shall be governed by the laws of the State of California.
2. Contractor warrants that it will comply with all terms and

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 conditions of this Contract and all other applicable
2 federal, state and local laws, regulations and policies.

3 3. Contractor further agrees to comply with all rules,
4 regulations, requirements and directives of the California
5 State Department of Social Services which impose duties and
6 limitations upon LCDSS which are equally applicable to and
7 made binding upon all parties as though made with them
8 directly.

9 4. Contractor agrees to comply with Section 306 of the Clean
10 Air Act, Section 508 of the Clean Water Act, Executive Order
11 11738 and Environmental Protection Agency Regulations (40
12 CFR Part 15).

13 5. Contractor recognizes and agrees to comply with mandatory
14 standards and policies relating to energy efficiency in the
15 state energy conservation plan, (Title 24, California
16 Administrative Code, Part 6).

17 6. This Contract constitutes the entire agreement between the
18 parties regarding its subject matter. This Contract
19 supercedes all proposals, oral and written, and all
20 negotiations, conversations or discussions heretofore and
21 between the parties related to the subject matter of this
22 Contract.

23 ///

24 ///

25 ///

CONTRACT FOR FOSTER AND ADOPTIVE CARE PROVIDER TRAINING

1 Executed at Lakeport, California, on the day and year first
2 written above.

3
4 COUNTY OF LAKE

CONTRACTOR

5 _____
6 CHAIR, Board of Supervisors

VICE CHANCELLOR, Business
Services

7
8 ATTEST: MATT PERRY

9 Clerk to the Board of Supervisors

DISTRICT EXECUTIVE DIRECTOR
of Economic Development
and Contract Education

10
11
12 By: _____

13
14 APPROVED AS TO FORM:

15 ANITA L. GRANT
16 County Counsel

17
18 By: _____

EXHIBIT A

SCOPE OF SERVICES**Contract Description:**

As administrator of the Title IV-E training contract with Lake County, Chabot-Las Positas Community College District (Contractor) will provide Title IV-E training and technical assistance through contract management and subcontract management.

Work Activities:**I. Overview****a. Audience**

There are two groups funded under this contract: the first includes training for social services child welfare staff training, the second covers training for those who care for out of home children. Both groups will be eligible for the trainings offered and will ultimately benefit Lake County children in foster or adoptive care by providing resources to those who care for them.

b. Subcontractor

The Contractor shall work closely with subcontractor (Redwood Children's Services, Inc.) to create the 2012-13 training program. Trainings and technical assistance will be offered to in a coordinated and (as needed) sequential manner, ranging from professional foster care staff in-service training, specialized training and supervisor training; to foster parent pre-service, in-service and de-escalation training.

II. Scheduling:

- a. Courses start December 1, 2012 and will be delivered as needed until June 30, 2013.
- b. Contractor will work with Redwood Children's Center executive director or her designee to establish training topics and training schedule.
- c. Cancellations-both Contractor and County retain the right to cancel any class that is offered under this Agreement no later than 7 days before the first meeting of the class. However, if there are less than five (5) registrants for a scheduled class, the class may be canceled at Contractor's discretion for lack of interest.

III. Reporting Requirements:

- a. Invoices shall have supporting documentation for each training invoiced, including:
 - o Participant sign-in sheet with trainer's signature
 - o Outline/summary of training (if not previously submitted)
 - o Resume or bio of trainer outlining qualifications (if not previously submitted)
 - o Contractor shall be responsible for maintaining raw data to back-up monthly invoices, to be made readily available to county or federal employees as required for auditing purposes.

- b. Annual Report shall be submitted by September 30, 2013, reflecting the contract year's activities, including:
 - o Overview of program
 - o Forward-looking discussion of how to improve or build upon successes
 - o Trainings detail
 - Training topics delivered
 - Total number of hours delivered
 - Total number of participants in trainings
 - o Total match provided, budget detail of match
 - o Total reimbursement amount

IV. Certification/Licensure:

- a. Contractor represents that it is a public post-secondary educational institution with the capability and the experience to provide services in the subject area specified herein.
- b. Contractor shall choose instructors by their ability to fulfill instruction requirements in specific topics, including subject matter expertise and training experience.
- c. If any class offered under this contract is for college credit, the instructor employed to teach the class will meet minimum qualifications as required by California Education Code.
- d. Contractor and subcontractor will maintain all licensures and certifications as required by regulatory statute and standard for each organization's operations. Subcontracted agency will maintain and keep current all licenses granted through the State Department of Social Services and the accreditation granted through the California Alliance of Services to Children and Families.

V. Service Area: County of Lake

VI. Service Delivery Sites:

Trainings will be offered primarily on-site at subcontractor's training centers; however, other venues may be used as necessary to accommodate larger audiences or special needs.

VII. Budget Proposal/Flexibility of Topics:

See following page for a list of proposed training topics for the contract year. The budget is included as a means to establish how contract reimbursement amount was calculated, using an estimated training costs. Contractor has the flexibility to replace training topics and to change the amount of the contract allocated to each area, as long as the total invoiced does not exceed the amount listed in the "Compensation" portion of the master contract and all expenditures qualify under federal regulations for the Title IV-E program.

PROPOSED TRAINING BUDGET BREAKDOWN

Training Participants / Type	Hours	Amount
Professional/Foster Care Staff		
• In-Service Trainings	174	31,320
• Specialized Trainings	48	8,640
• Foster Care Supervisor Trainings	36	6,480
Foster Parents		
• Pre-Service Training	100	18,000
• In-Service Trainings	54	9,720
• Behavior De-Escalation Training	112	20,160
Foster Parent Library		2,400
Structured Analysis Family Evaluation (SAFE)		14,400
Training Materials		18,000
Curriculum Development		<u>28,260</u>
Contract Reimbursement Total		\$157,380

Note: The above distribution is for estimating purposes only. Actual expenditures may vary from the above category allocations. However, all expenditures will qualify under federal regulations for the Title IV-E program and the total invoiced will not exceed the "Contract Reimbursement Total" amount.

CONTRACTOR CONFLICT RESOLUTION PROCEDURE

A. DEFINITION AND PURPOSE

A conflict is a dispute or disagreement between Contractor's staff and Lake County Department of Social Services (LCDSS) staff regarding service delivery; a complaint regarding working relationships, pertaining to the Contract, between Contractor's staff and LCDSS staff; or a perceived misapplication/misinterpretation of a specific provision of the Contract.

This procedure has been designed to ensure that conflicts are addressed and resolved at appropriate levels as provided for in the Contract, and to avoid any appearance of conflict of interest through the involvement of other parties.

As specified in the Contract, the LCDSS Director represents the County in all matters pertaining to the Contract and administers the Contract on behalf of the County. The Contractor shall perform the service(s) provided and shall represent itself in all matters pertaining to the Contract and shall administer the Contract on behalf of the Contractor.

Accordingly, Contractor acknowledges that by agreeing to this Conflict Resolution Procedure, neither he/she, nor any formal or informal representative advocating on behalf of Contractor, shall approach the County Administrative Officer or any member of the Board of Supervisors regarding any conflict pertaining to the Contract, except in the manner set forth herein.

B. INFORMAL RESOLUTION

Within seven days from the event giving rise to a conflict, the Contractor may request a meeting to orally discuss the conflict with the LCDSS Director. The LCDSS Director shall schedule said meeting within five days of the Contractor's request. The LCDSS Director shall provide an answer, either orally or in writing, to the Contractor within five days thereafter.

C. FORMAL RESOLUTION

1. Level One - If the Contractor is not satisfied with the answer provided by the LCDSS Director at the informal level, he/she may, within ten days of the receipt of

CONTRACTOR CONFLICT RESOLUTION PROCEDURE

said answer, submit a written memorandum to the LCDSS Director outlining the conflict and his/her basis for continued disagreement. The LCDSS Director shall, within five days from receipt of said memorandum, schedule a time to meet with the Contractor to discuss the conflict. Within five days following said meeting, the LCDSS Director shall provide a written answer to the Contractor.

2. Level Two - If the Contractor is not satisfied with the written answer from the LCDSS Director, the Contractor may, within five days from the receipt of said answer, submit a written memorandum to the County Administrative Officer outlining the conflict and his/her basis for continued disagreement. Within twenty days of receipt of the written memorandum, the County Administrative Officer shall schedule a time to meet with the Contractor and the LCDSS Director regarding the conflict. The County Administrative Officer shall provide a written answer to the Contractor and the LCDSS Director within ten days thereafter.
3. Level Three - If the Contractor is not satisfied with the County Administrative Officer's written answer to the conflict, he/she may, within five days from receipt of said answer, request a final determination by the Board of Supervisors. Under such circumstances, the Contractor shall forward his/her written request for a Board determination to the LCDSS Director. Upon receipt of the Contractor's request, the LCDSS Director shall prepare a written summary of the conflict, attach the supporting documentation, and forward all to the Board of Supervisors, requesting consideration on the next available regular meeting agenda. The Board of Supervisors may hear the matter at that meeting or set it for hearing within two weeks thereafter. No later than two weeks after the hearing, the Board shall make a final decision in the matter.

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**ASSURANCE OF COMPLIANCE WITH
THE LAKE COUNTY SOCIAL SERVICES DEPARTMENT**

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Chabot – Las Positas Community College District

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h)(1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulation, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring employment practices and the administration of public assistance and social services programs are nondiscriminatory, the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

By: _____ Address: 5020 Franklin Drive, Pleasanton, CA 94588

Agency Name Chabot-Las Positas Community College District

Date: _____